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9 JAMS ARBITRATION  
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12 ROBERT GOLLNICK,  
13 Claimant,  
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JAMS Reference No.: 1100082777

15 vs.

FINAL AWARD

16 UBER TECHNOLOGIES, INC, LP,  
17 RAISER, LLC-CA, LLC, AND DOES 1-  
18 20, INCLUSIVE,  
19 Respondents.

20 **Introduction**  
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22 This arbitration presents the question as to whether the Claimant is an  
23 employee of one or more of the Respondents<sup>1</sup> under California law. California law  
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27 <sup>1</sup> The various Respondent entities are lumped together in the parties' briefing and in this  
28 Decision as "Uber." In light of the decision here, it is not necessary to discuss which entity  
would be the "employer" of Mr. Gollnick had that result occurred.

1 on this question includes a presumption of employment status where a worker  
2 provides services “for the benefit of” the putative employer. If not, then the would-  
3 be employee has the burden of proving that he/she should be deemed to be an  
4 employee under the applicable standards.

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6 Here, Mr. Gollnick failed to demonstrate the factual predicate required to  
7 invoke California’s presumption of employment status. Thus, it was his burden to  
8 prove he was an employee of Uber under applicable standards. Mr. Gollnick failed  
9 to present sufficient evidence to meet that burden of proof. Accordingly, he will  
10 take nothing by his action here.

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12 **I. Does the Labor Code Sec. 3357 Presumption of Employment Apply**  
13 **Here?**

14 California Labor Code Sec. 3357 (“§3357”) provides:

15 Any person rendering service for another, other than as an independent  
16 contractor, or unless expressly excluded herein, is presumed to be an  
17 employee.

18 The presumption created by §3357 is somewhat circuitous in that it does not  
19 apply where a worker is an independent contractor, in which case the worker is not  
20 an employee. There is a scant of case authority to resolve this seemingly  
21 tautological presumption, but sense can be made by looking at the relevant  
22 authorities.

23 *Yellow Cab Cooperative, Inc. v. Workers Comp. Appeals Board* (1991) 226  
24 Cal. App. 3d 1288 interpreted the applicability of the §3357 presumption. There,  
25 Yellow Cab had previously been a traditional taxicab business which provided  
26 rider services to the general public. Yellow Cab’s drivers had been unionized  
27 employees.  
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1 In 1976, Yellow Cab went into bankruptcy. While the opinion does not  
2 provide explicit detail as to what transpired in the bankruptcy proceeding, it  
3 appears that the Debtor restructured its business and created a “division” called  
4 Yellow Leasing Co. (“YLC”). YLC’s business model was to own cars outfitted as  
5 taxis and leased them to drivers. The taxis were all painted yellow and essentially  
6 looked the same as they had before the bankruptcy. The lease agreement appeared  
7 designed to establish that the lessee-driver would not be an employee of the lessor  
8 but rather would use a vehicle for ten hour shifts for a fixed price upon the  
9 following terms (among others):

- 10 - The lease would automatically be renewed at the end of each week.
- 11 - The lease could be terminated by either party upon prior notice or
- 12 cancelled for breach without notice.
- 13 - The driver was not required to provide any service to the lessor.
- 14 - There was no employment relationship between lessor and lessee and the
- 15 lessee would be a “self-employed person...free from authority and
- 16 control of LEASING COMPANY”.
- 17 - The lessee was not worker for workers’ compensation insurance purposes.
- 18 - Once the lessee took possession of the taxicab, he or she would exercise
- 19 complete discretion in its operation and did not have to use any taxi
- 20 stand, answer radio calls or report the taxi’s location.
- 21 - The lessee had to display a sign in or on the taxicab identifying the driver
- 22 as self-employed.
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1 In return, the lease provided that the lessor would provide telephone call and  
2 dispatch services, vehicle maintenance, liability insurance, and pay all license,  
3 taxes and fees for the taxicab.<sup>2</sup>

4 In evaluating whether the §3357 presumption applied under this  
5 arrangement, the Court first analyzed the statutory requirement that the work be  
6 performed “for another.” That is, whether YLC was in the business of “merely  
7 leasing taxicabs” or whether it was in the business of transporting the riders. It is  
8 emphasized that this issue was related to whether the §3357 presumption applied  
9 and not whether the driver was an employee or an independent contractor.

10 The Court recognized that §3357 is “somewhat tautological” for the reason  
11 described above, and stated that §3357 “is best understood as creating a  
12 presumption that a service provider is presumed to be an employee unless the  
13 principal affirmatively proves otherwise.” *Id.* at 1294. This straightforward  
14 statement of how the presumption applies is what Mr. Gollnick advocates here.

15 The problem with Mr. Gollnick’s interpretation is that the Court in *Yellow*  
16 *Cab* did not apply such a straightforward understanding of §3357. Instead, it found  
17 that the Respondent (i.e., a driver) “had laid the factual predicate for the  
18 application of the § 3357 presumption.” *Id.* That factual predicate consisted of  
19 evidence that YLC did not simply collect rent, but cultivated the passenger market  
20 by soliciting riders, distinctively painting and marking the cabs, and concerning  
21 itself with “various matters unrelated to the lessor-lessee relationship.” These other  
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26 <sup>2</sup> The opinion is less than precise as to the name of the Yellow Cab entity or entities involved in  
27 the restructured business. YLC is clearly the lessor, but according to the opinion “Yellow Cab”  
28 provided the services. In other portions of the opinion, “Yellow” is used. It is assumed that these  
differences are not significant here and that the lessor is the same entity operating throughout the  
opinion.

1 matters included instructing drivers in “service” and “courtesy” and other  
2 behavioral standards. The Court also said that “we follow courts elsewhere in  
3 holding that Yellow’s enterprise consists of operating a fleet of cabs for public  
4 carriage” citing opinions from other states.<sup>3</sup>

5 Thus, the Court found the §3357 presumption applied because the driver in  
6 its case had presented sufficient evidence to conclude that YLS was in the business  
7 of providing transportation services for riders. In other words, for the presumption  
8 to apply, the services of the claimant had to be directed to the business of the  
9 putative employer.

10 In *Jones v. Workers’ Comp. Appeals Bd.*, (1971) 20 Cal. App 3d 124, Mr.  
11 Jones was an employee of Phillips Petroleum Company and was also a member of  
12 a labor union. He was designated as a picket captain by the union during a strike  
13 against Phillips and was injured while on the picket line when he was run over by  
14 an oil truck. He sought workers’ compensation benefits from his union, which he  
15 claimed was his employer when he was injured. He also invoked the §3357  
16 presumption upon the argument that he was furthering the union’s business when  
17 injured. The Court agreed after finding that Mr. Jones had made the predicate  
18 showing that he had satisfied the working “for another” prerequisite by actively  
19 picketing at the time of injury, thus benefitting the union’s business of furthering  
20 the interests of its members. *Id.* at 128. Hence, the presumption applied to him.  
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26 <sup>3</sup> These citations are puzzling in that there is no indication that the taxicab business in these other  
27 states was being conducted by the same or even a related entity was before the Court or that  
28 these non-Yellow Cab companies used a business model in any way similar to that of YLC. *See*  
*Central Management v. Industrial Comm’n* (1989) 162 Ariz. 187 and *Globe Cab Co. v.*  
*Industrial Commission* (1981) 86 Ill. 2d. 356.

1 In *Ware v. Workers' Comp. Appeals Bd.* (1999) 78 Cal. App 4<sup>th</sup> 508, caddies  
2 at the Bel-Air Country Club claimed that they were employees and not  
3 independent contractors. The court found that "...since caddies were provided by  
4 the Club for its members, caddying is an integral part of the Club's business. Thus,  
5 Ware [the Petitioner caddie] provided services which also benefitted the Club, and  
6 employment is presumed. (§3357)" *Id.* at 515. While not thoroughly explained, this  
7 quote is reasonably read as dealing with the "for another" prerequisite to the  
8 presumption.

9 Finally, in *Bain v. Tax Reducers, Inc.* (2013) 219 Cal. App 4<sup>th</sup> 110, the Court  
10 considered whether the trial court erred in finding that the requisite predicate for  
11 applying the §3357 presumption, but found that it did not matter because Bain's  
12 evidence satisfied his burden of proof without the presumption anyway.

13 Accordingly, the question here becomes did Mr. Gollnick lay a sufficient  
14 factual predicate for the application of the §3357 presumption?  
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16 Mr. Gollnick asserts that he has laid his factual predicate because the  
17 evidence has established that Uber registered as a Transportation Network  
18 Company ("TNC"), which is defined under California Public Utilities Code §543  
19 as "an entity operating in California that provides prearranged transportation  
20 services for compensation using an internet-enabled application or platform to  
21 connect passengers with drivers using a personal vehicle." Mr. Gollnick also  
22 argues that his evidence established that the CPUC had issued orders that TNCs  
23 provide passenger transportation services for compensation and that as a TNC,  
24 Uber could only transport passengers using drivers' personal vehicles. The  
25 evidence did establish these facts.

26 These facts, however, did not lay a sufficient factual predicate to establish  
27 that Uber is in the passenger transportation business. Mr. Gollnick provided no  
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1 evidence or authority that registration as a TNC establishes that the registrant is  
2 indeed operating as a TNC, or that registration is an admission of operating as a  
3 TNC, or any other basis for concluding that Uber had operated as a TNC during  
4 the relevant period here. There was no evidence sufficient to establish why Uber  
5 registered as a TNC. Further, the CPUC orders submitted by Mr. Gollnick offer no  
6 support regarding the §3357 presumption. Exhibit 91 says only that TNCs are  
7 providing passenger services for compensation, and Exhibit 91 says that as a TNC,  
8 Uber can only transport passengers using drivers' vehicles. Both beg the question  
9 as to whether Uber was in fact transporting passengers so as to be covered by those  
10 orders.

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12 Also, Mr. Gollnick did not provide any governing authority as to whether  
13 CPUC orders have any binding effect on this case. In *Yamaha Corp. of America v.*  
14 *State Bd. of Equalization* (1998) 19 Cal. 4<sup>th</sup> 1 upon which Mr. Gollnick relies, the  
15 Court defined its issue: "[t]he question presented is what legal effect courts must  
16 give to the Board [of Equalization]'s annotations when they are relied on as  
17 supporting its position in taxpayer litigation." <sup>4</sup> *Yamaha* has nothing to do with  
18 rules of the CPUC.

19 Mr. Gollnick also offered evidence that under his agreement with Uber, only  
20 he could drive using Uber's software. This evidence does not lay a foundation  
21 sufficient to invoke the §3357 presumption. Uber's prohibition on drivers from  
22 sharing their software licenses has no logical connection to Uber being in the  
23 passenger transportation business. For present purposes, this anti-sharing provision  
24 is best interpreted to support Uber's contention that it is in the business of licensing  
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28 <sup>4</sup> "Annotations" are summaries of State Board of Equalization opinions generated by the Board's  
attorneys and made available for publication.

1 software. It is obvious that Uber limits sharing of that software by licensees so that  
2 it can sell more licenses.

3 Thus, Mr. Gollnick has not laid a sufficient foundation to invoke the §3357  
4 presumption. Accordingly, he has the burden of proof to establish his claimed  
5 employment relationship with Uber.

## 6 **II. Did Mr. Gollnick Meet His Burden of Proof?**

7 Since the presumption of employment does not apply to Mr. Gollnick, it is  
8 his burden to prove that his relationship with Uber is one of employer/employee.  
9 The parties virtually agree to the standard for resolving whether a worker is an  
10 independent contractor as opposed to an employee. The analysis starts Labor Code  
11 §3353, which defines an independent contractor as “any person who renders  
12 service for a specified recompense for a specific result, under the control of his  
13 principal as the result of his work only and not as to the means by which the result  
14 is accomplished.” All other workers are employees. Labor Code §3351.

15 Using these definitions, the courts have consistently held that the most  
16 important factor in determining the nature of the working relationship is the right  
17 to control the manner and means of accomplishing the result of the services  
18 arrangement. *Empire Star Mines Co. v. Cal. Emp. Com.* (“*Empire*”) (1946) 28  
19 Cal. 2d. 33, 43-44). Each service arrangement must be evaluated on its facts, and  
20 the dispositive circumstances may vary from case to case. *S.G. Borello & Sons,*  
21 *Inc. v. Department of Industrial Relations* (1989) 48 Cal. 3d. 341 (“*Borello*”).  
22 Accordingly, a litany of “secondary elements” has developed in the cases, some  
23 seemingly more related to the control factor and some less so. These secondary  
24 elements have included (a) whether or not the one performing services is engaged  
25 in a distinct occupation or business; (b) the kind of occupation with reference to  
26 whether in the locality, the work is usually done under the direction of the principal  
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1 or by a specialist without supervision; (c) the skill required in the particular  
2 occupation; (d) whether the principal or the workman supplies the  
3 instrumentalities, tools, and the place of work for the person; (e) the length of time  
4 for which the services are to be performed; (f) the method of payment, whether by  
5 time or by the job; (g) whether or not the work is part of the regular business of the  
6 principal; and (h) whether or not the parties believe they are creating the  
7 relationship of employer-employee. *Empire* at 43-44; *see*, Rest. 2d Agency, sec.  
8 220.

9         These factors apply to the facts presented by Mr. Gollnick as to his  
10 experience and that of other drivers<sup>5</sup> in this case as follows. First is the question of  
11 control of the methods and means as to how the result of the services arrangement  
12 is to be accomplished. It is axiomatic that it must initially be determined what the  
13 desired result of the services arrangement between Mr. Gollnick and Uber was. It  
14 appears clear that from Uber's perspective, the desired result is to have drivers  
15 willing and available to get a person who has contacted Uber seeking to be driven  
16 from one place to another into a vehicle for that purpose. There was nothing  
17 presented into evidence to suggest that Uber's purpose was to get the person into a  
18 particular vehicle, including Mr. Gollnick's. This means that there had to be a  
19 sufficient quantity of cars available to handle passengers as they appeared for  
20 transport. The evidence from Mr. Gollnick was that Uber did not control which  
21 cars would be available in what places and times. That is, there was no evidence  
22 that drivers had assigned routes or designated areas of operation. Mr. Gollnick and  
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26 <sup>5</sup> The repeated references to the experiences of other drivers covered by Mr. Gollnick's evidence  
27 is in recognition that the law looks to how much control the hirer retains the right to exercise, not  
28 just how much control is exercised. *Ayala v. Antelope Valley Newspapers, Inc.* (2014) 59 Cal. 4<sup>th</sup>  
522, 533.

1 his witnesses presented evidence that did show that from time to time Uber  
2 suggested to drivers that they locate in a particular geographical area or a special  
3 event so that there would be a sufficient pool of cars available to handle an  
4 anticipated surge in business from that area or event. The drivers, however, were  
5 free to ignore such advice, and the testimony was that many drivers had their own  
6 systems for being in the right place at the right time.

7 A key reason that Uber did not control whether Mr. Gollnick's vehicle could  
8 be in the right place to answer requests for a ride was that Uber did not direct when  
9 Mr. Gollnick worked or when he did not. Mr. Gollnick's testimony was  
10 unequivocal that he worked when he wanted to and did not work when he did not  
11 want to. Thus, it cannot be said that Uber had any control over whether Mr.  
12 Gollnick or any other individual driver would be available to pick up people at a  
13 particular time or place.

14 Likewise, Mr. Gollnick testified that when he did work, he had unfettered  
15 discretion to drive around (or park and wait, for that matter) wherever he wanted.  
16 Sometimes he took suggestions from Uber as to where business might be brisker,  
17 sometimes he did not. Similarly, even when a ride was available on the Uber  
18 software program, he or other drivers rejected the prospective business for  
19 whatever reason deemed appropriate. These reasons included if a driver did not  
20 want to go where the prospective ride would take him or if he chose not to have the  
21 prospective passenger in his car.

22 Along the same lines, Mr. Gollnick testified drivers were free to drive for  
23 competitors of Uber such as Lyft. To be sure, drivers were prohibited from taking  
24 Uber leads from its software and transporting those passengers as a competitor's  
25 driver, but this restriction is simply common sense prohibiting a driver from  
26 redirecting business generated by the Uber system to a competitor. The fact that a  
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1 driver could drive for competitors is inconsistent with any finding of control by  
2 Uber as to where and how Mr. Gollnick was available for service to passengers  
3 using Uber.

4 Thus, Mr. Gollnick failed to establish that Uber had any control over when  
5 and where Mr. Gollnick or any other driver would be available to be part of the  
6 Uber cache of cars to handle requests for rides.

7 Control could also be shown as to how Mr. Gollnick was to exercise the  
8 methods and means of transporting riders once they got into his car. An obvious  
9 component of control is how much the driver would be paid for the trip. While the  
10 evidence showed that the Uber app attached a price for the trip, a driver could  
11 decide that he did not want to make that trip for that price. The driver was thus in  
12 control of how much he would accept to transport a particular passenger.  
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14 Another aspect of control of the actual trip could be the route by which the  
15 driver travelled to deliver the passenger. Here, Mr. Gollnick's evidence showed  
16 that drivers were not required to follow any particular route to deliver passengers  
17 but instead could go any way desired.

18 There were elements in Mr. Gollnick's evidence that might be seen as giving  
19 Uber some control over what happens while the passenger is aboard. These  
20 elements involve standards of courtesy, safety and the like which were  
21 disseminated by Uber through periodic communications. These standards may  
22 appear similar to those imposed by YLC in the Yellow Cab case discussed above,  
23 but they are not determinative and must simply be evaluated with the other  
24 evidence presented by Mr. Gollnick.

25 Another potential area where control by the principal might be found is in  
26 the tools needed to perform the subject work. The dominant tool for Uber drivers is  
27 the vehicle that is used to drive passengers. Mr. Gollnick purchased the car he used  
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1 for Uber passengers before he began working as an Uber driver. Uber had no say  
2 in what he had purchased, did not require him to buy a new car, and did not specify  
3 any color, equipment or other component unifying Gollnick's car with those of  
4 other Uber drivers. There was no evidence of such limitations for applicants who  
5 bought their cars in order to become an Uber driver. True, Mr. Gollnick did  
6 demonstrate that Uber cars had to post a sign bearing Uber's logo in a window of  
7 their otherwise non-descript vehicles. That requirement, however, is more logically  
8 viewed as evidence of business purpose (letting a passenger know which car to get  
9 into, advancing safety, and common sense) than as the kind of meaningful control  
10 over vehicle appearance present in other cases, such as a bright yellow vehicle  
11 marked prominently as a "Yellow Cab."

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13 Along this line, Mr. Gollnick testified that he could drive his car whenever  
14 and wherever he wanted when it was not being used with an Uber passenger. It  
15 was his car, of his choosing, and looked like whatever he wanted it to rather than,  
16 say, a commercial vehicle. Mr. Gollnick could use his car when he was off duty for  
17 whatever purpose he wanted. In doing so, he was not, for example, driving his  
18 family around in a bright yellow taxi.

19 The other significant tool used by the drivers is the Uber app, which is  
20 licensed and not provided for free by Uber. It is paid for by the drivers as they reap  
21 profits from its use.

22 Mr. Gollnick also relies heavily on his evidence that his relationship with  
23 Uber was terminable at will. Citing *Borello*, he argues that this fact is "strong  
24 evidence in support of an employment relationship." Maybe such is true in some  
25 contexts. Nonetheless, while many employees are terminable at will (although  
26 some employees may have employment contracts providing for the contrary), this  
27 does not mean that if a worker is terminable at will, then that worker is an  
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1 employee. And while the Supreme Court in *Ayala v. Antelope Valley Newspapers,*  
2 *Inc., supra*, 59 Cal. 4<sup>th</sup> at 531, n.2 did say “[a]n employee may quit, but an  
3 independent contractor is legally obligated to complete his contract,” if that  
4 contract provides that either party may terminate the working relationship at will,  
5 as is the case with the Uber contract, then the independent contractor and an  
6 employee are not distinguishable on this point.

7 Mr. Gollnick also argues that “secondary factors” from *Borello* support the  
8 position that the drivers are employees. First, is whether the work constitutes a  
9 distinct occupation or business. Mr. Gollnick quotes Uber’s self-characterization as  
10 “everyone’s private driver” and similar articulations as evidence that Uber is in the  
11 transportation business. The syllogism offered is “Uber is in the business of  
12 transporting people [because it has said so]. Gollnick transported some of those  
13 people for Uber. There is no distinction between Gollnick’s driving and Uber’s  
14 business of transporting people, thus he must be an employee.” Robert Gollnick’s  
15 Closing Brief dated March 13, 2017 (“Gollnick’s C.B”), p. 15, lines 20-23. This  
16 logic is a far cry from Socrates being a man because he is mortal. Mr. Gollnick  
17 offers no authority that the implied proposition that Uber’s self-characterizations  
18 are binding here, and there is no evidentiary support for the assertion that there is  
19 no distinction between Mr. Gollnick’s driving and Uber’s supposed business of  
20 transporting people. The most obvious failure of evidence on this point is that it  
21 was not shown that Uber workers who are admittedly employees drive passengers.  
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23 The next “secondary factor” is whether the worker performs under  
24 supervision. Mr. Gollnick admits that drivers tend not to be supervised because  
25 supervisors usually do not ride around with their underling drivers. This is likely  
26 so. Uber does track driver performance through a star-rating system and can by  
27 contract terminate those whose performance is not up to snuff. Mr. Gollnick,  
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1 however, did not demonstrate how this quality control system should be viewed as  
2 tantamount to direction by Uber of the drivers' means and methods of driving.

3 Mr. Gollnick asserts that because driving takes little skill, "this factor weighs  
4 heavily in favor of finding employee status." Gollnick's C.B., pg. 16, line 25- pg.  
5 17, line 7. Perhaps the argument is simply that unskilled workers cannot  
6 independently contract to provide their unskilled services, but without some  
7 additional facts or authorities, this "secondary factor" offers no support on the  
8 employment question.

9 A *Borello* "secondary factor" with more substance in this case is whether the  
10 parties believe they have created an employer/employee relationship or an  
11 independent contractor arrangement. Here, Mr. Gollnick's evidence was more  
12 persuasive but not helpful to his position. Mr. Gollnick's testified that before  
13 signing on as a driver, he asked and was told by Uber that his relationship was  
14 would be one of an independent contractor to Uber. Consistently, his written  
15 driver's contract expressly provided that "the Parties intend this agreement to  
16 create the relationship of principal and independent contractor and not that of  
17 employer and employee" [Ex. 203]. This agreement should not be lightly  
18 disregarded in determining the employee v. independent contractor issue. *Mission*  
19 *Ins. Co. v. Workers' Compensation Appeals Bd.* (1981)123 Cal. App 3d 211, 226.  
20 Mr. Gollnick's explanation that he did not really read his driver's contract is not  
21 believable in light of his inquiry before joining Uber as to what his working status  
22 would be and his evidence that he received "1099" tax documentation rather than  
23 employee type tax information from Uber while he was working. Also persuasive  
24 was Mr. Gollnick's testimony that he tracked his business expenses for tax  
25 deductions in the manner he would as an independent contractor.  
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1 The other “secondary factors” from *Borello* as presented by Mr. Gollnick are  
2 not sufficient to overcome the conclusion that Mr. Gollnick did not demonstrate  
3 that the key determinate for establishing employment: that Uber exercised  
4 sufficient control over the methods and means of Mr. Gollnick’s work as an Uber  
5 driver.

6 One additional non-*Borello* factor appeared in the cases which is worthy of  
7 mention. Virtually every case interpreting the Labor Code “control of work”  
8 factors did so in the context of a Workers’ Compensation claim by an injured  
9 worker. These cases were decided under California’s express policy to protect  
10 people who provide work to others and are injured in the process. How this policy  
11 manifests itself is expressly set forth in *Borello*:

12 We agree that under the [California Workers’ Compensation] Act, the  
13 “control of work” details test for determining whether a person rendering  
14 services to another is an “employee” or an excluded “independent  
15 contractor” must be applied with deference to the purposes of the protective  
16 legislation. The nature of the work, and the overall arrangement between the  
17 parties, must be examined to determine whether they come within the  
“history and fundamental purposes” of the statute.

18 The fundamental purposes of the Act are several. It seeks (1) to ensure that  
19 the cost of industrial injuries will be part of the cost of goods rather than a  
20 burden on society, (2) to guaranty prompt, limited compensation for an  
21 employee’s work injuries, regardless of fault, as an inevitable cost of  
22 production, (3) to spur increased industrial safety, and (4) in return, to  
23 insulate the employer from tort liability for his employees’ injuries. *Borello*,  
*supra*, at 353-54.

24 In other words, the Supreme Court has directed that the interpretation of  
25 whether a worker is an employee or an independent contractor in the context of a  
26 Workers’ Compensation case must take into account California’s strong public  
27 policy quoted above. This means that any cases like *Borello*, which analyze the  
28 “right to control” standard and its concomitant “secondary factors” in the context

1 of a Workers' Compensation, must conduct their individualized factual analysis  
2 with reference to the strong public policy to protect workers who are injured in the  
3 service to others. Whether this approach results in a more liberal interpretation of  
4 "employee" in Workers' Compensation cases need not be determined here because  
5 any such impact would not help Mr. Gollnick in meeting his burden of proof in the  
6 context of this non-Worker's Compensation case.

7       It is also noted that the Arbitrator posed the question at final argument as to  
8 whether and how the Workers' Compensation "employee" cases should apply to  
9 this case. The matter was not resolved through responsive argument, and is not  
10 decided now.

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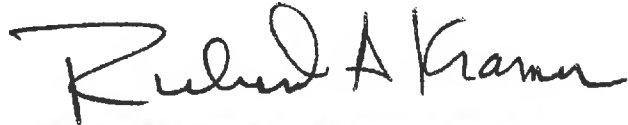
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1  
2 FINAL AWARD  
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4 Having failed to meet his burden of proof that he was an employee of Uber for  
5 the purposes of the claims asserted here, Claimant Robert Gollnick shall take  
6 nothing from his claims in this arbitration. This award resolves all issues presented  
7 for resolution in this arbitration.  
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11 Dated: August 17, 2017  
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15 Judge Richard A. Kramer (ret.)  
16 Arbitrator  
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